

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	
Mohawk Networks, LLC Petition for)	
Designation as an Eligible Telecommunications)	
Carrier Pursuant To Section 214(e)(6))	
of the Communications Act)	

EXPEDITED ACTION REQUESTED

**PETITION OF MOHAWK NETWORKS, LLC
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER**

Mohawk Networks, LLC
2819 State Rte 95
Bombay, NY 12914

John Staurulakis, Inc.
Consultant for Mohawk Networks LLC
7852 Walker Drive, Suite 200
Greenbelt, MD 20770

Table of Contents

I.	Introduction.....	4
II.	The Commission May Designate Mohawk as an ETC Because Mohawk is Not Subject to State Commission Jurisdiction.....	4
III.	Mohawk Satisfies All of the Requirements for Designation as an ETC.....	5
	A. Mohawk Will Offer Supported Services Through its Own Facilities and Will Offer the Services Throughout its Designated Service Area.....	5
	B. Mohawk Will Advertise its Universal Service Offerings	9
IV.	Mohawk Meets the Additional Eligibility Criteria Adopted by the FCC	11
	A. Mohawk Certifies that it Will Comply With Service Requirements Applicable to the Support that it Receives	12
	B. Five-Year Plan for Proposed Improvements or Upgrades	13
	C. Mohawk Will Remain Functional in Emergency Situations	13
	D. Mohawk Will Satisfy Consumer Protection and Service Quality Standards.....	14
V.	Grant of This Application Will Serve the Public Interest.....	15
VI.	Anti-Drug Abuse Certification	16
VII.	High-Cost Certification.....	16
VIII.	Conclusion	18
	ATTACHMENTS.....	19

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Telecommunications Carriers Eligible for Universal)	WC Docket No. 09-197
Service Support)	
)	
Mohawk Networks, LLC Petition for Designation)	
as an Eligible Telecommunications Carrier Pursuant)	
To Section 214(e)(6) of the Communications Act)	

EXPEDITED ACTION REQUESTED

**PETITION OF MOHAWK NETWORKS, LLC
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER**

Mohawk Networks, LLC (“Mohawk” or the “Company”) is a Tribally-owned provider of broadband and telecommunications services in northern New York. The Company hereby applies for designation as an Eligible Telecommunications Carrier (“ETC”) for the service areas in St. Lawrence, Franklin and Clinton Counties, New York shown in Attachment A in order that it may receive Federal Universal Service Support.¹ Mohawk is a recipient of the New NY Broadband Program (“NY Broadband”) Phase 2 and Phase 3 broadband grants.² Mohawk has applied to participate in the Federal Communications Commission’s (“FCC” or “Commission”)

¹ See map provided and list of census blocks for which designation is sought in Attachment A.

² Mohawk’s Phase 2 award was in the amount of \$6,391,157 to deploy broadband to 3,623 locations in 754 census blocks in New York, which has to be fully completed by 2022. Mohawk’s Phase 3 award covers a total of 1,286 locations with state grant funds of \$5,107,790 and a combination of private and federal commitments of \$5,798,137 for a total of \$10,905,927 in total investment.

New York Connect America Fund (“NY CAF”) Phase II, in which it is required that recipients must provide proof of ETC designation before they are authorized funding.³

I. Introduction

Mohawk is a wholly-owned subsidiary of the Saint Regis Mohawk Tribe. The Company was developed as a for-profit Voice over Internet Protocol (“VoIP”) and broadband Internet service provider (“ISP”) to sell next-generation broadband service to the New York North Country’s unserved and underserved areas. Mohawk’s fiber-to-the-home (“FTTH”) network was built by a \$10.5 million dollar American Recovery and Reinvestment Act (“ARRA”) fund grant, which was successfully closed on September 15, 2015. Realizing the requirements to move off Tribal territory and to be compliant with all New York State telecommunications regulations, the Tribal management team under the broadband program, created a five-year business plan that would leverage the existing infrastructure to expand services throughout Northern New York. Mohawk also built broadband to the remaining unserved census blocks in Lewis County, New York by deploying fixed wireless technologies utilizing existing towers as well as erecting a 300-foot tower at Mohawk’s office, which was connected to the core network located in Bombay, NY. Mohawk intends to utilize NY Broadband Phase 3 grants and funds which includes funds from the FCC’s NY CAF to extend its network and enhance the services that it currently provides throughout its Tribal territory and beyond.

II. The Commission May Designate Mohawk as an ETC Because Mohawk is Not Subject to State Commission Jurisdiction

Mohawk is a tribal corporation wholly owned by and subject to the jurisdiction of the

³ See *In the Matter of Connect America Fund, ETC Annual Reports and Certifications*, Order, WC Docket Nos. 10-90 & 14-58, FCC 17-2 (rel. Jan. 26, 2017), ¶ 25. (“NY CAF Order”).

Saint Regis Mohawk Tribe,⁴ a distinct Federally Recognized Indian Tribe that regulates the provision of telephony and broadband services by Mohawk within its New York tribal lands.⁵ As demonstrated by the attached letter from the New York State Department of Public Service (“NY DPS”), because Mohawk is wholly owned by the Saint Regis Mohawk Tribe, the NY DPS does not have jurisdiction over it.⁶ Further, Mohawk provides its VoIP and broadband services using its own facilities and, in the areas in which it will be designated as an ETC, will provide its VoIP service on a common carrier basis. Mohawk is therefore a common carrier providing voice telephony service that is not subject to the jurisdiction of a State commission, as described in Section 214(e)(6).⁷ Accordingly, Mohawk is seeking ETC designation from the FCC.

III. Mohawk Satisfies All of the Requirements for Designation as an ETC

Section 214(e)(1) of the Communications Act of 1934, as amended, and Section 54.201(d) of the Commission’s Rules require ETCs to, throughout their service areas for which designation is received, offer the services supported by federal universal service support mechanisms either using its own facilities or a combination of its own facilities and resale of another carrier’s services and to advertise the availability of such services and the charges using media of general distribution.⁸

A. Mohawk Will Offer Supported Services Through its Own Facilities and Will Offer the Services Throughout its Designated Service Area

⁴ See Attachment B, Mohawk Networks, LLC Certificate of Formation

⁵ See Attachment C, Agreement of Limited Liability Company of Mohawk Networks, LLC

⁶ See Attachment D, Letter from Debra LaBelle, Director, Office of Telecommunications, New York Department of Public Service (June 22, 2018).

⁷ Congress amended Section 214(e) of the 1996 Act by adding subsection 214(e)(6) to provide a means by which carriers not subject to state commission jurisdiction may obtain ETC designation. The legislative history indicates Congress was concerned with ensuring that tribally owned carriers would be able to receive Universal Service Support.

⁸ 47 U.S.C. §214(e)(1); 47 C.F.R § 54.201(d)(1). Section 54.201(e) of the FCC’s rules defines the term “facilities” as meaning “any physical components of the telecommunications network that are used in the transmission or routing of the services that are designated for support”

In order to be designated as an ETC, a carrier must offer the services that are supported by universal support mechanisms, which are voice telephony services and broadband service as defined in Section 54.101 of the Commission's Rules throughout its designated service area.⁹

Section 54.101(a)(1) defines voice telephony services eligible for universal service support as:

services [that] must provide voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation services to qualifying low-income consumers as provided in subpart E of this part.¹⁰

Section 54.101(a)(2) defines broadband Internet access services eligible for universal service support as:

services [that] must provide the capability to transmit data to and receive data by wire or radio from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up service.¹¹

Mohawk hereby demonstrates that it will offer and provide each of the above-listed services.

1. Voice Grade Access to the Public Switched Network or its Functional Equivalent

Voice grade access to the Public Switched Network or its functional equivalent is provided by Mohawk using its facilities-based network both on Tribally-owned land ("on-reservation") and "off-reservation" areas where Mohawk received its NY Broadband Phase 3 grant, and will be receiving FCC NY CAF through this program. Mohawk's operations consist

⁹ 47 C.F.R. §54.101.

¹⁰ 47 C.F.R. §54.101(a)(1).

¹¹ 47 C.F.R. §54.101(a)(2). Section 54.101(c) requires ETCs "subject to a high-cost public interest obligation to offer broadband Internet access services" to offer broadband services "within the areas where it receives high-cost support."

of both wireline and wireless facilities which are owned by Mohawk over which the company provides VoIP services that are purchased from a wholesale VoIP provider and then repackaged to offer the services over Mohawk's network.

In the FCC's 2011 USF/ICC Transformation Order, the FCC modified the definition of "supported services" to a technologically neutral approach, allowing companies to provision voice services over any platform, including IP networks.¹² The FCC amended Section 54.101 to specify that the functionalities of eligible voice telephony services include voice grade access to the PSTN or its functional equivalent.¹³ The FCC further explained that increasingly, "consumers are obtaining voice services not through traditional means but instead through interconnected VoIP providers offering service over broadband networks."¹⁴ Interconnected VoIP services "allow customers to make real-time voice calls to, and receive calls from, the PSTN, and increasingly appear to be viewed by consumers as substitutes for traditional voice telephone services."¹⁵ Due to the prevalent substitutability of VoIP for traditional PSTN voice services, the FCC concluded that its authority to promote universal service in this context "does not depend on whether interconnected VoIP services are telecommunications services or information services under the Communications Act."¹⁶ Mohawk repackages interconnected VoIP services that it obtains from two ILECs, and therefore provides facilities-based voice-grade

¹² *Connect America Fund; A National Broadband Plan for Our Future; Establishing Just and Reasonable Rates for Local Exchange Carriers; High-Cost Universal Service Support; Developing a Unified Intercarrier Compensation Regime; Federal-State Joint Board on Universal Service; Lifeline and Link-Up; Universal Service Reform- Mobility Fund*; WC Docket Nos. 10-90, 07-135, 03-109, CC Docket Nos. 01-92, 96-45, GN Docket No. 09-51, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663 (2011) (USF/ICC Transformation Order and/or FNPRM); *In re: FCC 11-161*, No. 11-9900 (10th Cir. argued Nov. 19, 2013), at ¶ 78.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

access to the PSTN throughout the areas that it currently serves and intends to serve with its NY Broadband Phase 3 grant and FCC NY CAF support over its own broadband network.

Mohawk has invested in building its own broadband network over which it provides its VoIP services. As described above, this broadband network consists of both wireline and wireless facilities and offers broadband Internet access services as defined in Section 54.101(a)(2). Similar facilities will be deployed in the areas that the Company intends to serve with its NY Broadband Phase 3 grant and FCC NY CAF support. Accordingly, Mohawk will provide the supported services of voice telephony services and broadband service as defined in Section 54.101 of the Commission's Rules throughout its designated service area using its own facilities.

2. Mohawk Offers Minutes of Use for Local Service Provided at No Additional Charge to End Users

Section 54.101(a) of the rules of the Federal Communications Commission ("FCC") qualifies that minutes of use for local service must be provided at no additional charge to end users; however, the FCC has not defined the amount of minutes of use of local service that carriers must offer in order to satisfy this local usage requirement. Currently, in certain of its areas, Mohawk repackages VoIP services from wholesale providers and offers packages which include unlimited local and long distance throughout the U.S., Canada and Puerto Rico. Specifically, in the area in which it will be designated as an ETC, Mohawk will use an underlying VoIP provider and repackages its VoIP service for resale to its customers offering an unlimited local and long distance calling plan. Accordingly, Mohawk satisfies this requirement.

3. Mohawk Will Satisfy the Requirement for Access to Emergency Services

Mohawk will provide access to emergency services through seven-digit dialing. The

requirement that ETCs offer access to 911 or enhanced 911 (“E911”) applies only “to the extent the local government in an eligible carrier’s service area has implemented 911 or enhanced 911 systems.”¹⁷ Mohawk will provide 911 services because the area currently served by the Company has a Public Safety Answering Point (“PSAP”). The Tribe is very proactive in disaster recovery and in-tune with public safety. There is currently one enhanced 911 dispatch in Franklin County. The Tribe’s public safety and emergency responders also have to coordinate with Canada, as the Tribal territory includes areas in both the U.S. and Canada. Mohawk is also working on deploying additional transport redundancy to ensure that there are multiple paths out of the network during an emergency.

Further, as described above, Mohawk repackages VoIP services from wholesale providers. These underlying providers facilitate the 911 and E911 capability. Specifically, Momentum Telecom, who Mohawk uses for its off-reservation VoIP service, uses a third party E911 service. Agents, (Mohawk’s NOC) who have access to Momentum Telecom’s Real-time Provisioning Explorer (RPX), manually enter the E911 information provided by the customer.¹⁸ Once entered into RPX, the E911 address is sent to the third party E911 provider, where the address and phone numbers are verified and put into an E911 database according to the location, based on the information provided.

4. Mohawk Will Offer Toll Limitation Services

Mohawk commits to providing toll limitation services to qualifying low-income consumers in its designated area as provided in § 54.400 – 54.423 of the FCC’s Rules.

B. Mohawk Will Advertise its Universal Service Offerings

¹⁷ 47 C.F.R. § 54.101(a)(5).

¹⁸ Mohawk warns customers that they must make sure they provide Mohawk’s NOC with the correct physical address where 911 personnel will be dispatched during an emergency.

Mohawk will advertise the availability of the supported services and the corresponding charges in a manner that fully informs the public using media of general distribution within the designated service area. As a wholly owned corporation of the Mohawk Tribe, the Company will work closely with the appropriate agencies of the tribal government, as it has been doing since the Company was formed to ensure that the supported services are advertised using media of general distribution in the areas in St. Lawrence, Franklin and Clinton counties for which it seeks designation.

Additionally, Section 54.405(a) and (b) require all ETCs to make available Lifeline service to qualifying low income consumers and publicize the availability of Lifeline service “in a manner reasonably designed to reach those likely to qualify for the service.”¹⁹ Once the Company has obtained ETC designation, Mohawk will offer Lifeline service throughout its designated service area to qualifying low income consumers and make it a priority to increase the number of eligible subscribers by advertising the service in a manner reasonably designed to reach those likely to qualify for the service. As evidence of its experience with such “target” advertising, Mohawk currently advertises its services by: participating in Tribal community meetings; distributing door hangers about its service; personally reaching out to elderly individuals in the community through its in-depth knowledge of who community members are within the Mohawk territory; hosting educational sessions at the Senior Center on territory; sending direct mailings about service offerings, including billing messages; and promoting its services on its website and social media, newspaper, *Kawennì:ios* (the Tribal newsletter), local radio stations, and Mohawk Networks, LLC’s subsidiary - Akwesasne TV, LLC, a digital television model with 10,000 followers.

¹⁹ 47 C.F.R. §54.405(a)&(b).

Upon designation as an ETC, Mohawk will utilize similar personal outreach methods to inform residents living within the designated area about the availability of voice and broadband, and Lifeline services. Mohawk will assess its outreach efforts periodically to determine whether they are effective. For the areas in which it is designated as an ETC, Mohawk will apply the outreach assessment procedures that it already has in place, including: measuring the response to direct-mail materials, asking people when they call to sign up how they heard about the Company, installing new software to keep detailed records of the customer origins, and precise tracking of website and social media efforts. Mohawk will implement record-keeping mechanisms to document each outreach effort undertaken to promote its services and retain copies of all written materials used in advertisements, flyers, door hangers, bill messages, and other outreach efforts for two years. The logs associated with the copies will contain documentation of when and where these materials were distributed.

IV. Mohawk Meets the Additional Eligibility Criteria Adopted by the FCC

In its *2005 ETC Order*,²⁰ the FCC adopted additional criteria that all ETC applicants must satisfy in order to be granted ETC status. The criteria, as set forth in Section 54.202 of the FCC's Rules, require that an ETC applicant must: (1) certify that it will comply with the service requirements applicable to the support that it receives; (2) submit a five-year plan that describes with specificity proposed improvements or upgrades to the applicant's network throughout its proposed service area; (3) demonstrate its ability to remain functional in emergency situations; (4) demonstrate that it will satisfy consumer protection and service quality standards.²¹ To the extent applicable, Mohawk will meet each of these additional criteria.

²⁰ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) ("2005 ETC Order").

²¹ *See*, 47 C.F.R § 54.202.

**A. Mohawk Certifies that it Will Comply With Service Requirements
Applicable to the Support that it Receives**

In its *2005 ETC Order*, the FCC required that an ETC applicant “make specific commitments to provide service to requesting customers in the service areas for which it is designated as an ETC.” Specifically, the FCC found that

if the ETC's network already passes or covers the potential customer's premises, the ETC should provide service immediately. In those instances where a request comes from a potential customer within the applicant's licensed service area but outside its existing network coverage, the ETC applicant should provide service within a reasonable period of time if service can be provided at reasonable cost by: (1) modifying or replacing the requesting customer's equipment; (2) deploying a roof-mounted antenna or other equipment; (3) adjusting the nearest cell tower; (4) adjusting network or customer facilities; (5) reselling services from another carrier's facilities to provide service; or (6) employing, leasing, or constructing an additional cell site, cell extender, repeater, or other similar equipment.

The FCC stated that if an ETC applicant determines that it cannot serve the customer using one or more of these methods, “then the ETC must report the unfulfilled request to the Commission within 30 days after making such determination.”

Mohawk hereby certifies that it will comply with the service requirements applicable to the supported voice and broadband services that it will be offering in the designated areas, including the requirements for NY Broadband Phase 3 and FCC NY CAF support programs. Mohawk submitted a certification by a professional engineer as part of its FCC Form 5625, which stated that the Company’s network is providing voice and data services to customers in the areas in which ETC designation is sought and demonstrated that the network capacity can handle the anticipated peak service loads. As part of the Form 5625, Mohawk also submitted financial data demonstrating that it has sufficient funds to deploy the voice and broadband facilities in the designated areas. Accordingly, Mohawk has demonstrated to the Commission that it possesses the technical and financial capabilities to provide the supported services.

B. Five-Year Plan for Proposed Improvements or Upgrades

Mohawk will provide service to the locations for which it has been awarded support consistent with the deployment obligations associated with the NY Broadband Phase 3 grant and the FCC NY CAF support.²²

C. Mohawk Will Remain Functional in Emergency Situations

Mohawk hereby certifies that it is able to function in emergency situations as set forth in §54.202(a)(2) and will continue to ensure that it is able to do so in the areas in which it will be designated as an ETC.²³ The Company's network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by Section 54.202(a)(2). Mohawk can change call routing translations as needed to reroute traffic around damaged facilities. Changing call routing translations will also allow the Company to manage traffic spikes throughout its network, as emergency situations require.

Mohawk's central office building is supplied with standby generators and battery back-up that enables the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. The Company has battery backup at all office locations and in its electronic equipment sites. Length of run time is determined by the equipment serving the area and the number of customers working out of the equipment. Generators are installed at all central office locations. They will continue to run as long as the Company has access to fuel.

²² See Attachment A containing a map of proposed service area and list of Census Blocks and total number of units in Census Block, in awarded NY CAF areas.

²³ Section 54.202(a)(2) requires ETCs that are designated by the Commission to "demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of maintaining traffic spikes resulting from emergency situations."

The Company's standby generators and battery back-up support both voice and broadband network equipment should an emergency situation occur. The Company complies with the FCC's backup power requirements, effective October 16, 2015.

D. Mohawk Will Satisfy Consumer Protection and Service Quality Standards

In establishing this certification in its *2005 ETC Order*, the FCC found that an ETC must make "a specific commitment to objective measures to protect consumers."²⁴ The Commission found that for wireless ETCs, compliance with CTIA's Consumer Code for Wireless Service would satisfy this requirement, and that the sufficiency of other commitments would be considered on a case-by-case basis.²⁵ In this context, the FCC stated, "to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement."²⁶

Mohawk hereby certifies that it is complying with applicable service quality standards and consumer protection rules. The Company is subject to service quality standards and consumer protection obligations under both federal and state law. These standards and obligations include, but are not limited to, the following: (1) providing copies of a tariff, pending tariff, or rate filing which discloses rates, terms and conditions of service to customers in accordance with the New York Code of Rules and Regulations (NYCRR) Title 16, Volume C, Chapter 6, Subchapter A, 602.4; (2) adherence to state service quality standards and consumer

²⁴ *Id.* at ¶ 28.

²⁵ *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: "(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new services; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy." *Id.* at n. 71.

²⁶ *Id.* at n. 72.

protection requirements governing telephone providers under NYCRR Title 16, Volume C, Chapter 6, Subchapter A service, Parts 600, 602, 603, and 609; (3) truth-in-billing requirements; and (4) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

In addition, Mohawk certifies compliance with broadband specific consumer protection obligations under both state and federal law. The obligation under state rule is NYCRR Title 16, Part 605 as it pertains to common carriage and the delivery of broadband service as a separate service from the provision of content. The federal law obligations include, but are not limited to the following: public disclosure of accurate information regarding network management practices, performance, and commercial terms of broadband Internet access services as a means of providing sufficient information for consumers to make informed choices regarding use of such services, and for content, application, service and device providers to develop, market, and maintain Internet offerings as specified in FCC 47 CFR Part 8 §8.3.

V. Grant of This Application Will Serve the Public Interest

The services provided by Mohawk are integral to the achievement of universally available telecommunications services both on the Saint Regis Mohawk Tribe's territory and "off reservation." It is in the public interest that Mohawk be designated an ETC because of its commitment to make service improvements in areas where the incumbent provider has not been investing and did not elect CAF Phase II funding, leaving the population without alternatives for advanced telecommunications services. Additionally, it is in the public interest because of the benefits to the Saint Regis Mohawk Tribe of owning and controlling a substantial and advanced technology enterprise for the benefit of its community and nearby "off reservation" areas.

The incumbent provider, Verizon, declined CAF Phase II support in New York. As such, the area inhabited by the Saint Regis Mohawk Tribe lacked access to high-speed broadband—if not for the investments that Mohawk has made in fiber-to-the-home and fixed wireless broadband in conjunction with the New York Phase II broadband grant. Mohawk is looking ahead and has also been a recipient of a NY Broadband Phase 3 grant, where the Company plans to connect approximately 1,280 customers in nearby Franklin and Clinton Counties. Mohawk has been able to connect customers expeditiously as they request service, and has realized a 40 percent take rate for its services as a competitive provider.

Granting Mohawk's ETC status is in the public interest because Mohawk has a critical role in the Saint Regis Mohawk Tribe's public safety communications infrastructure and desires to extend this role into the portions of St. Lawrence, Franklin and Clinton Counties where it has been a recipient of the NY Broadband Phase 3 grant and will be designated an ETC. The Tribe is actively working on a Tribal Communications Interoperability Plan (TCIP), which is intended to further integrate the disparate emergency and first responders on the Tribally-owned territory, both on U.S. and Canadian sides of International border and with surrounding Franklin and St. Lawrence Counties.

VI. Anti-Drug Abuse Certification

Mohawk certifies that no party to this petition is subject to a denial of federal benefits, including FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.

VII. High-Cost Certification

Under Section 54.314(b) of the Commission's rules, rural carriers wishing to obtain high-cost support must either be certified by the appropriate state commission, or where the state commission does not exercise jurisdiction, must self-certify with the FCC and the Universal

Service Administrative Company (“USAC”) their compliance with Section 254(e) of the Act. As explained above, the NY DPS does not exercise jurisdiction over Mohawk; therefore, in accordance with Section 54.314(b) of the FCC’s rules, Mohawk makes the following self-certification: Mohawk hereby certifies that once designated as an ETC, it will use federal high-cost support for its intended support – the provision, maintenance, and upgrading of facilities serving the area for which the support is intended.

Additionally, Mohawk hereby certifies that it will provide its VoIP service on a common carrier basis in the areas in which it is designated as an ETC, and thus is a common carrier providing voice telephony service that is not subject to the jurisdiction of a State commission, as described in Section 214(e)(6). Mohawk also certifies that it is eligible to be designated as an ETC and receive universal service funds. Further, Mohawk hereby commits to provide the services and functionalities required for designation as an ETC in the areas in which it is designated and will meet all of the FCC’s requirements for designation as set forth in this petition. The undersigned has knowledge of the facts stated in this petition and believes these facts are true to the best of the undersigned’s knowledge.

VIII. Conclusion

As demonstrated herein, Mohawk is fully qualified to be designated as an ETC in the areas specified in Attachment A and respectfully requests the Commission to expeditiously grant its application.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Au", is written over a horizontal line.

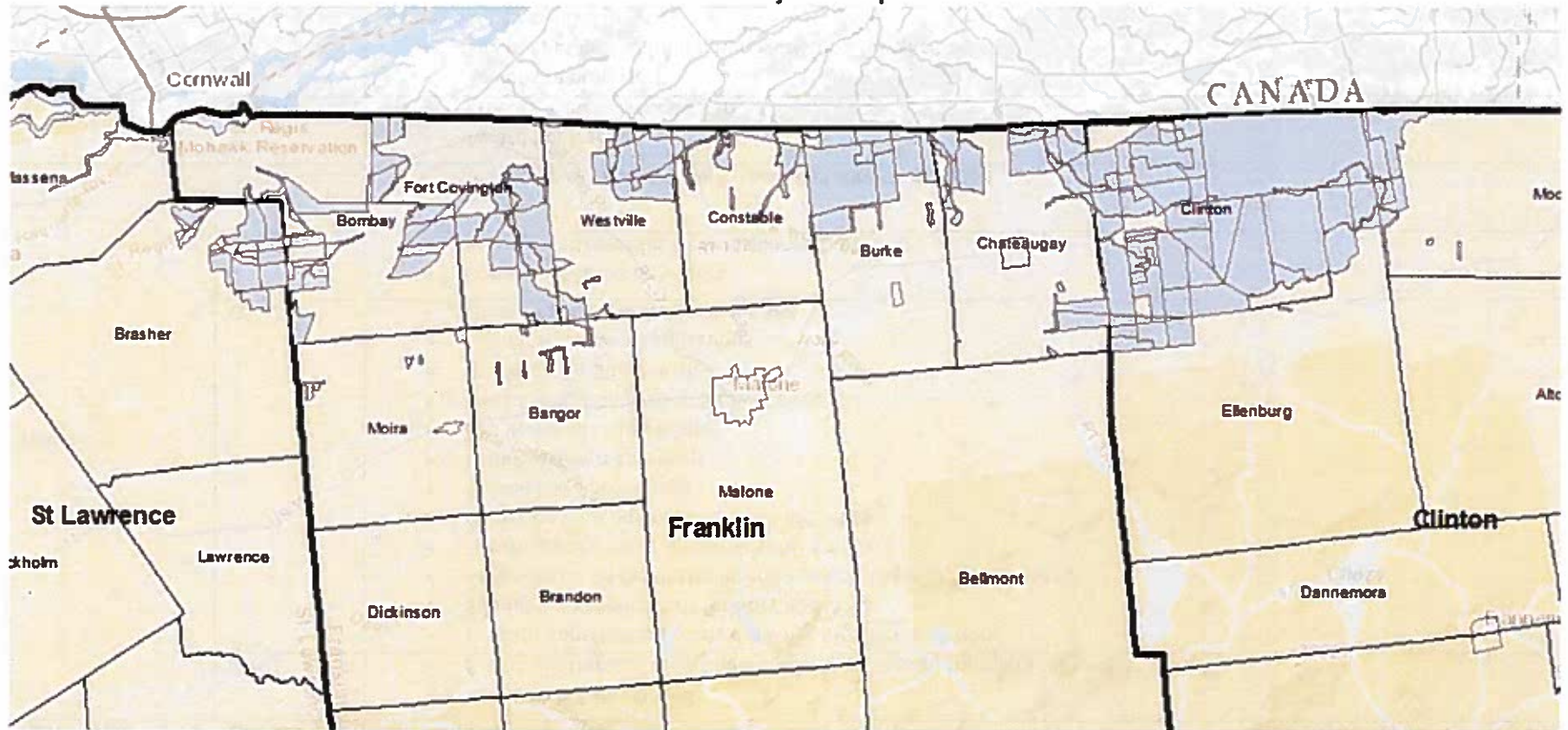
Allyson Doctor, General Manager
Mohawk Networks, LLC
2819 State Rte 95
Bombay, NY 12914

June 29, 2018

ATTACHMENTS

- A. Map and Census Blocks of NY CAF Proposed Areas**
- B. Mohawk Networks, LLC Certificate of Formation**
- C. Agreement of Limited Liability Company of Mohawk Networks, LLC**
- D. Letter from Debra LaBelle, NY DPS**

Table B: Project Footprint



Attachment C: Census Block Data

Project ID	Census Block ID	*Total # Units in CB
776072	360191003001007	3
776072	360191003001017	2
776072	360191003001021	5
776072	360191003001022	1
776072	360191003001023	1
776072	360191003001057	7
776072	360191004003001	1
776072	360191004003007	9
776072	360191004003011	21
776072	360191004003012	6
776072	360191004003013	2
776072	360191004004000	54
776072	360191004004001	3
776072	360191004004002	2
776072	360191004004003	3
776072	360191004004005	15
776072	360191004004007	4
776072	360191004004009	2
776072	360191004004010	17
776072	360191004004011	8
776072	360191004004012	4
776072	360191004004013	7
776072	360191004004015	12
776072	360191004004016	9
776072	360191004004017	1
776072	360191004004018	5
776072	360191004004019	1
776072	360191004004020	1
776072	360191004004022	1
776072	360191004004023	4
776072	360191004004024	1
776072	360191004004025	1
776072	360191004004027	1
776072	360191004004028	17
776072	360191004004029	23
776072	360191004004030	9
776072	360191004004032	24
776072	360191004004033	16
776072	360191004004036	4
776072	360191004004040	1
776072	360191004004044	8
776072	360191004004045	3
776072	360191004004047	18

776072	360191004004050	1
776072	360191004004051	23
776072	360191004004052	4
776072	360191004004053	5
776072	360191004004055	19
776072	360191004004056	1
776072	360191004004057	1
776072	360191004004058	3
776072	360191004004059	1
776072	360191004004060	9
776072	360191004004062	16
776072	360191004004063	3
776072	360191004004067	15
776072	360191004004069	1
776072	360191004004073	5
776072	360191004004076	5
776072	360191004005001	7
776072	360191004005002	10
776072	360191004005003	5
776072	360191004005004	11
776072	360339400002012	1
776072	360339501001000	2
776072	360339501001002	4
776072	360339501001003	2
776072	360339501001006	4
776072	360339501001007	3
776072	360339501001012	1
776072	360339501001013	8
776072	360339501001014	4
776072	360339501001015	12
776072	360339501001020	7
776072	360339501001033	12
776072	360339501001034	10
776072	360339501001035	9
776072	360339501001036	4
776072	360339501001037	5
776072	360339501001040	3
776072	360339501001041	5
776072	360339501001043	1
776072	360339501002014	3
776072	360339501002015	5
776072	360339501002016	14
776072	360339501002017	1
776072	360339501002030	1
776072	360339501002038	5

776072	360339501003000	1
776072	360339501003002	12
776072	360339501003003	11
776072	360339501003004	8
776072	360339501003005	9
776072	360339501003006	2
776072	360339501003010	39
776072	360339501003011	3
776072	360339501003012	15
776072	360339501003013	11
776072	360339501003014	7
776072	360339501003015	5
776072	360339501003020	4
776072	360339501003022	2
776072	360339501004001	5
776072	360339501004005	10
776072	360339501004006	2
776072	360339501004007	1
776072	360339501004009	20
776072	360339501004014	1
776072	360339501004015	21
776072	360339501004017	6
776072	360339501004018	1
776072	360339501004024	3
776072	360339501004026	3
776072	360339501004027	5
776072	360339501004054	1
776072	360339502001000	2
776072	360339502001002	6
776072	360339502001003	3
776072	360339502001008	7
776072	360339502001009	2
776072	360339502001010	1
776072	360339502001012	3
776072	360339502001013	18
776072	360339502001014	1
776072	360339502001023	11
776072	360339502001025	5
776072	360339502001079	6
776072	360339502001082	1
776072	360339502001100	2
776072	360339502001102	10
776072	360339502002000	1
776072	360339502002008	9
776072	360339502002009	3

776072	360339502002031	7
776072	360339502003009	2
776072	360339502003011	2
776072	360339502003012	4
776072	360339502003014	19
776072	360339502003015	1
776072	360339502003025	4
776072	360339502003028	9
776072	360339502003030	13
776072	360339502003033	7
776072	360339502003034	10
776072	360339502003037	12
776072	360339502003040	6
776072	360339502003043	10
776072	360339502003045	9
776072	360339502003046	1
776072	360339502003047	3
776072	360339502003051	9
776072	360339502003052	2
776072	360339502003056	2
776072	360339502004000	6
776072	360339502004001	2
776072	360339502004009	15
776072	360339502004026	27
776072	360339502004027	2
776072	360339502004029	1
776072	360339502004030	4
776072	360339502004039	9
776072	360339502004040	8
776072	360339502004043	4
776072	360339502004044	1
776072	360339502004048	8
776072	360339502004061	2
776072	360339502004067	3
776072	360339502004069	14
776072	360339502004070	4
776072	360339502004072	1
776072	360339502004077	3
776072	360339502004081	2
776072	360339503001000	5
776072	360339503001015	1
776072	360339503001016	1
776072	360339503001022	2
776072	360339503003003	1
776072	360339503003006	4


776072	360339503003007	2
776072	360339503003018	5
776072	360339503003019	1
776072	360339503003025	9
776072	360339503003026	4
776072	360339503003029	4
776072	360894903006001	2
776072	360894907002000	6
776072	360894907002001	5
776072	360894907002006	8
776072	360894907002014	1
776072	360894907002017	1
776072	360894907002019	2
776072	360894907002027	1
776072	360894907002049	3
776072	360894907002050	2
776072	360894907002053	3
776072	360894907002054	7
776072	360894907002055	2
776072	360894907002056	1
776072	360894907002059	2
776072	360894907002060	1
776072	360894907002064	5
776072	360894907002169	13
776072	360894907002170	11
776072	360191003001059	2
776072	360191003001004	6
776072	360191003001018	8

Certificate of Formation

Mohawk Networks, LLC

I, Acting General Counsel for the Saint Regis Mohawk Tribe, do hereby certify that the above named business did file and record in this department an Amended Certificate of Formation changing its name from St. Regis Mohawk Network, LLC to Mohawk Networks, LLC on July 16, 2015 and that the attached is a true copy of this document as the same is taken from and compared with the original(s) filed in this office and now remaining on file and of record.

In Witness Whereof, the undersigned has been authorized to sign this Amended Certificate of Formation this 21st day of December, 2015.


Danielle Lazore-Thompson, Deputy General Counsel
Saint Regis Mohawk Tribe

Filed for:
Ron LaFrance, Jr., Chairperson
Mohawk Networks, LLC
2819 State Route 95
Bombay, NY 12914

**AGREEMENT OF LIMITED LIABILITY COMPANY OF
MOHAWK NETWORKS, LLC**

A ST. REGIS MOHAWK TRIBE LIMITED LIABILITY COMPANY

The Te wá tha hón:ni Corporation (the "Member"), is wholly owned by the St. Regis Mohawk Tribe (the "Tribe"), a Federally Recognized Tribe. The Member hereby forms a limited liability company pursuant to and in accordance with the St. Regis Mohawk Tribe Limited Liability Company Ordinance, Section 101, et seq. (the "Ordinance"), and hereby declares the following to be the Limited Liability Company Agreement (the "Agreement") of such limited liability company:

SECTION 1. Name.

The name of the limited liability company formed hereby is Mohawk Networks, LLC (the "LLC")

SECTION 2. Purpose and Powers; Goals; Limitations.

A. Purpose. The purpose of the LLC is to operate and manage a fiber optic broadband system located both on and off the Tribe's land in Akwesasne, NY, to own and manage associated facilities, engage in related network service activities, and provide comprehensive network services to the Tribe and its members and other customers. In such capacity, the LLC shall conduct its affairs for the exclusive purpose of improving the economic conditions of the Tribe and its members (the "Purpose").

B. Goals. To achieve its Purpose, the LLC shall endeavor to accomplish the following goals (the "Goals"):

1. identify and carefully evaluate sound and profitable Tribal economic development initiatives, projects and investments;
2. earn a reasonable profit;
3. earn sufficient revenue to repay any funds advanced to it by the Member, pay its own operating expenses and capital obligations, accumulate reasonable reserves as provided in Section 11(b) for economic development, and, as provided in Section 11(c) herein, allocate surplus funds for dividends and distributions to the Member; and
4. engage in any other activities necessary or desirable for the accomplishment of the foregoing Goals.

C. Powers. Subject to the limitations set forth in Section 2(d) herein, the LLC shall possess

and may exercise all of the powers and privileges granted by the Ordinance or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC, and the LLC is authorized, acting through its Board of Managers, to:

1. acquire, own, hold, use and manage personal property, including items provided to the LLC by the Member;
2. sell, lease, pledge, and otherwise transfer or dispose of personal property;
3. acquire, own, hold, use, develop and manage property or interests therein, including property provided to the LLC by the Member by lease or other means;
4. convey, lease, mortgage, grant security interests in, and otherwise transfer or dispose of rights to the ownership, control or use of real property or personal property or interests therein;
5. enter into and perform contracts;
6. borrow money and make, accept, endorse, execute and issue bonds, debentures, promissory notes, guarantees, leasehold trust deeds, leasehold mortgages, security agreements and other obligations in connection with monies borrowed or property acquired; investments;
7. invest in bonds, notes, debentures, shares of stock, or other securities or investments.
8. employ staff and retain independent contractors;
9. compromise or otherwise settle disputes;
10. sue in courts and other forums of competent jurisdiction;
11. consent, by written resolution, to the LLC, but not the Member, being sued in courts or to having claims against it resolved through arbitration, provided the exercise of this power shall not be considered a consent to the execution or levy of any judgment, lien, garnishment or attachment upon any rights or property of the LLC other than those specifically pledged or mortgaged as security for the underlying obligation;
12. furnish management services, business advice, training or technical assistance, or other support to the Member or its instrumentalities or members;
13. engage in business ventures in its own name or through subsidiaries;
14. propose that the Member establish Tribally-chartered corporations, general or limited partnerships, or other business entities, to serve as wholly or majority owned and

controlled subsidiary enterprises of the LLC;

15. engage in business ventures with others through partnership, joint venture, corporate stock ownership or other business arrangement;

16. exercise such other powers as may be authorized by this Agreement or the Ordinance; and

17. Take such other actions as may be necessary or appropriate to function as a limited liability company, to achieve its Purpose or Goals, or to exercise the foregoing powers, provided such actions are not in conflict with the provisions of this Agreement or the Ordinance.

D. Limitations. The LLC may not:

1. expressly, impliedly, or otherwise through its status or activities, subject the Member or the Tribe to debts, liabilities or other obligations arising from contract, tort, statute, regulation, licensing, taxation, or any other matter;

2. pledge the credit of the Member or the Tribe;

3. dispose of, mortgage, or otherwise encumber real or personal property of the Member or the Tribe, except that the LLC may grant a leasehold mortgage or other security interest in the LLC's leasehold interest in any lease of real or personal property of the Member or the Tribe to the LLC;

4. waive any right of the Member or the Tribe or release any obligation owed to the Member or the Tribe;

5. waive any other rights, privileges or immunities of the Member or the Tribe;

6. exercise any authority other than that authorized by this Agreement or by the Ordinance; or

7. borrow an amount to exceed \$100,000 in the aggregate amount at any one time without prior written approval by the Member, except that this limitation shall not extend to finance leases, and provided that the Member and the Tribe reserves the power to: (i) borrow money, lend that money to the LLC, and to have the LLC guaranty the borrowing of the Member or the Tribe and to have the LLC pledge the assets of the LLC as part of the guaranty of the borrowing by the Member or the Tribe; and (ii) lease, mortgage, grant security interests in, and otherwise transfer or dispose of rights to the ownership, control or use of real property or personal property or interests of the LLC to secure such borrowing by the Member or the Tribe.

SECTION 3. Registered Office.

The registered office of the LLC within the St. Regis Mohawk Reservation (the "Reservation") is located at:

2819 State Route 95
Bombay, New York 12914

SECTION 4. Registered Agent.

The name and address of the registered agent of the LLC for service of process on the LLC within the Reservation is:

Chairman
Mohawk Networks, LLC
2819 State Route 95
Bombay, New York 12914

SECTION 5. Admission of Member.

Simultaneously with the execution and delivery of this Agreement and the filing of the Certificate of Formation with the Office of the Secretary of the Tribe, the Te wá tha hón:ni Corporation is admitted as the sole Member of the LLC in respect of the Interest (as hereinafter defined).

SECTION 6. Interest.

The LLC shall be authorized to issue a single class of Limited Liability Company Interest (as defined in the Ordinance) (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person to comply with the terms and provisions of this Agreement.

SECTION 7. Capital Subscriptions.

The Member may contribute cash or other property to the LLC as it shall decide, from time to time.

SECTION 8. Tax Characterization and Returns.

A. Tax Characterization. The Member acknowledges that at all times that two or more persons or entities hold equity interests in the LLC for federal income tax purposes (i) it is the intention of the LLC to be treated as a "partnership" for federal and all relevant state tax purposes and (ii) the LLC will be treated as a "partnership" for federal and all relevant state tax purposes and shall make all available elections to be so treated. Until such time, however, it is the intention of the Member that the LLC be disregarded for federal and all relevant state tax purposes and that the activities of the LLC be deemed to be activities of the Member for such purposes. All provisions of the LLC's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status under those circumstances.

B. Returns. In the event that the LLC is treated as a partnership for tax purposes in

accordance with Section 8(a) hereof, then within ninety (90) days after the end of each fiscal year, the LLC will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the LLC as may be necessary for the preparation of each Member's federal, state or local income tax (or information) returns, including a statement showing each Member's share of income, gain or loss, and credits for the fiscal year.

SECTION 9. Management.

A. Board of Managers. The management of the LLC shall be vested in a Board of Managers (the "Board of Managers") elected by the Member, and the business affairs of the LLC shall be managed by the Board of Managers in accordance with the following provisions:

1. **Number:** The total number of members on the Board of Managers (the "Managers") shall be seven (7) unless otherwise fixed at a different number by an amendment hereto or a resolution duly adopted by the Member.
2. **Qualifications:** The composition of the Board of Managers shall consist of four (4) members of Tribal Council and three (3) non-Tribal Council Managers. The three (3) non-Tribal Council Managers shall have specialized expertise in the areas of communications, telecommunications, media, television, business, finance or other similar expertise, who shall be appointed by the Member.
3. **Terms:** Each Tribal Council Manager shall have the term as Manager that corresponds to his or her term in office as a Chief or Sub-Chief of the Tribe; however, they shall continue to serve until their successors are elected and qualified. Each non-Tribal Council manager shall serve a three (3) year term. A Manager shall remain in office until his or her term expires or he or she is removed by a written instrument signed by the Member or until such Manager resigns in a written instrument delivered to the Member or such Manager dies or is unable to serve.
4. **Initial Board of Managers:** The Member hereby elects as the initial Board of Managers of the LLC:
 - a. Beverly Cook
 - b. Ron LaFrance, Jr.
 - c. Eric Thompson
 - d. Shelley Jacobs
 - e. Vacant - Non- Tribal Council
 - f. Vacant - Non- Tribal Council
 - g. Vacant - Non- Tribal Council
5. **Resignation:** A resignation is effective upon receipt, unless otherwise provided by the terms thereof.
6. **Appointment:** In the event of a vacancy for any reason, the Member, by resolution, shall appoint another qualified person to the Board of Managers. The LLC, through

its Board of Managers, may nominate candidates for consideration by the Member circumstances.

7. Removal: A Manager shall be removed or suspended by the following:

a. By Board of Managers. The Board of Managers on its own initiative, by affirmative vote of two-thirds of the Managers then sitting on the Board of Managers (excluding from the vote the Manager being voted upon) may, subject to the approval of the Member, (i) remove any Manager, or (ii) suspend any Manager for a single period during the Manager's term of no more than 30 successive days, provided that such removal or suspension shall not be effective until approved by the Member.

b. By Member. The Member may temporarily suspend a Manager or Managers for cause, as determined by the Member. Such suspension shall be effective immediately unless otherwise specified. Notwithstanding any other provision of this Agreement, the Member shall appoint a person to fill the temporary vacancy created by any such suspension.

c. Automatic Removal. A Manager shall be removed upon conviction of any felony or any other offense involving fraud, breach of trust, dishonesty or a substantial violation of ethics in the conduct of a trade or business; or upon a finding by any civil court or regulatory or licensing body that the Manager has engaged in any such activity.

d. By Court. A Manager may be removed by order of a court of competent jurisdiction, for malfeasance in office, gross neglect of duty, or mental incompetence.

8. Voting; Presiding Officer. At all Board of Managers' meetings at which a quorum is present, except as otherwise provided in this Agreement, the Board of Managers shall act by the affirmative vote of a majority of the total number of Managers. The Chair shall preside at each meeting; in his or her absence, the Vice Chair shall preside. Each Manager shall be entitled to cast one vote on each matter before the Board of Managers.

9. Quorum. The presence in person, including telephonic participation, of a majority of Managers then appointed shall constitute a quorum for the transaction of any item of business at a Board of Managers' meeting. A majority of those Managers present at a meeting at which there is no quorum may set-over the meeting from time to time for a period not exceeding ten days in any one case, in order to obtain a quorum for that meeting. If a meeting is so adjourned and set-over, and a quorum is obtained at the set-over meeting, the initial date of the set-over meeting shall relate back to the date of the first meeting.

10. Notice of Meetings. Reasonable advance notice, but no less than 48 hours, of the time and place of every Board of Managers' meeting shall be given to each Manager, and to the Member, by overnight mail, telefax or similar means, accompanied by an effort to provide simultaneous telephone notice. To the extent known, the notice shall also briefly describe the matters to be discussed at the meeting. Notice need not be given to a Manager who waives notice either before or after the meeting or who participates in the meeting without timely objection as to notice. Notice need not be given of a meeting resumed after adjournment. If

proper notice for a meeting is not given and such defective notice is not waived, such meeting shall not be considered a valid meeting for the purpose of conducting Board of Manager business. The foregoing notwithstanding, the Board of Managers may establish a schedule for regular meetings, for which no further notice is required.

11. **Quarterly Meetings.** The Board of Managers shall meet at least four times a year, including at least twice a year on the Reservation, in January and July of each year, and once in April and once in October, on the day preceding the regularly scheduled meeting of the Member for those months (if one has been scheduled). The January meeting shall be considered the annual meeting of the Board of Managers. Prior notice of and invitation to attend the annual meeting shall be mailed to all members of the Tribal Council and to the Member.

12. **Other Meetings.** Other meetings of the Board of Managers shall be held at times determined by the Board or when called by either the Chair of the Board of Managers or any three Managers.

13. **Meetings by Conference Call.** In instances where it is impracticable to hold a Board of Managers meeting in person, the meeting may be conducted by telephonic conference call (or other similar communications equipment) in which all participants can hear each other and participate.

14. **Tribal Council Members' Attendance.** Tribal Council members and duly authorized representatives designated by the Tribal Council shall be entitled to attend any Board of Managers' meeting.

15. **Action Without a Meeting.** The Board of Managers may take action without a meeting if all Managers sign and file with the Secretary/Treasurer a memorandum showing the nature of the action taken, that at least two-thirds of the Managers then on the Board of Managers approve the action, and the position of the remaining Managers with respect to the action.

16. **Record of Meetings.** The Secretary/Treasurer shall keep, or cause to be kept, complete and accurate minutes and records of all meetings and records of all actions taken without a meeting, copies of which promptly shall be furnished to any Manager, to the Member or to the Tribal Council on request. Minutes and records of the Board of Managers' meetings and of actions taken without a meeting shall be confidential, and shall not be released to or reviewed by any party other than the Board of Managers, or any of the Managers, or the Tribal Council, or any of the Tribal Council members, or the Member, or their respective designated representatives, without authorization, in writing, by the Board of Managers.

17. **Committees.** The Board of Managers may from time to time establish committees of Managers having such responsibilities as the Board of Managers may determine, provided that the Board of Managers shall not delegate its powers or duties to any committee, Manager or Officer.

18. **Managers' Fees and Expenses.** At rates set by the Board of Managers, subject to the approval of the Member, a reasonable fee may be paid, and reasonable out- of-pocket

expenses may be reimbursed, to the Managers for in-person attendance at Board of Managers meetings or committee meetings, provided that to the fullest extent possible, the Board of Managers shall endeavor to minimize the costs thereof. Such fees shall not be paid, however, to any Manager who is otherwise receiving compensation for services from the LLC.

19. **Managers' Performance.** Each Manager shall perform his or her duties as such in good faith, in a manner he or she reasonably believes to be in the best interests of the LLC, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his duties shall not have any liability by reason of serving or having served as a Manager. A Manager shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the LLC.

B. Powers of Board of Managers. Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the LLC shall be exclusively vested in the Board of Managers, and the Board of Managers may exercise all powers of the LLC and do all such lawful acts as are not prohibited by statute, the Certificate of Formation or this Agreement. In so doing, the Board and its members shall have the right and authority to take all actions which the Board of Managers deems necessary, useful or appropriate for the management and conduct of the business of the LLC; provided, however, that the Member may amend this Agreement at any time and thereby broaden or limit the Board of Managers' power and authority.

C. Officers. The LLC shall have officers who are appointed by the Board of Managers. The initial officers of the LLC shall be appointed by the Board of Managers at its first meeting. Until the first meeting of the Board of Managers, Ron LaFrance, Jr., may exercise the powers of the officers of the LLC. The powers and duties of each officer shall be as follows:

1. **The Chair.** If present, the Chair shall preside at the meetings of the Board of Managers. The Chair of the Board of Managers shall sign, with the Secretary/Treasurer of the LLC or any other proper officer thereunto authorized by the Board of Managers, any contract or other instrument which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board of Managers. The Chair of the Board shall perform such other duties as from time to time may be prescribed by the Board of Managers.

2. **The Vice-Chair.** In the absence of the Chair of the Board of Managers, or in the event of death, inability or refusal to act, the Vice-Chair shall perform the duties of the Chair of the Board of Managers and when so acting shall have all the powers and be subject to all the restrictions upon the Chair of the Board of Managers. The Vice-Chair shall perform such other duties as from time to time may be prescribed by the Chair of the Board of Managers or the Board of Managers.

3. **Secretary/Treasurer.** The Secretary/Treasurer shall keep or cause to be kept the minutes of the meetings of the Board of Managers in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement, and be custodian of the LLC's records. The Secretary/Treasurer, with the Chair of the Board of

Managers, shall sign any contract or other instrument which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be especially delegated by the Board of Managers. The Secretary/Treasurer shall perform all the duties incident to the office of Secretary/Treasurer and such other duties as from time to time may be prescribed by the Chair of the Board of Managers and Board of Managers.

4. **Authorized Person.** Each of the officers of the LLC shall be an "authorized person" within the meaning of the Ordinance for purposes of executing the LLC's Certificate of Formation.

D. Additional Officers: Chief Executive Officer, Chief Financial Officer. The Board of Managers shall have the authority to hire a Chief Executive Officer ("CEO") who shall be subject to the formal approval of the Member at the next Member meeting after the Board of Managers selects an individual for the position. The Chief Executive Officer shall be charged with the overall responsibility for all of the LLC's operations and shall report to and be subject to the oversight of the Board of Managers. The basic functions are as follows:

1. Ensure that LLC operation and its economic enterprises are managed with efficiency and in accordance with standard acceptable business practices;
2. Assist the Member, as requested, with the development of economic development projects that support the Tribe;
3. Provide professional leadership and management services to the Board of Managers;
4. Develop and oversee the management structure of the LLC and its economic enterprises; and,
5. Provide short and long term financial goals and business plans to meet prescribed schedules.

The CEO shall serve at the pleasure of the Board of Managers, subject to any written employment contract between the LLC and the CEO, which must be approved by the Member and filed with Secretary/Treasurer of the Member.

The CEO shall have the authority to hire other general managerial personnel to oversee LLC projects and enterprises, as well as a Chief Financial Officer, subject to the approval of the Board of Managers.

E. Indemnification of the Managers and Officers. Unless otherwise provided in this Section 9, the LLC shall indemnify, save harmless, and pay all judgments and claims against any Manager or Officer relating to any liability or damage incurred by reason of any act performed or omitted to be performed by any Manager or Officer in connection with the business of the LLC, including reasonable attorneys' fees incurred by the Manager or Officer in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as

incurred. Unless otherwise provided in this Section 9, in the event of any action by the Member against any Manager or Officer, including a derivative suit, the LLC shall indemnify, save harmless, and pay all expenses of such Manager or Officer, including reasonable attorneys' fees incurred in the defense of such action. Notwithstanding the provisions of this Section 9, this Section shall be enforced only to the maximum extent permitted by law, and no Manager or Officer shall be indemnified from any liability for the fraud, intentional misconduct, gross negligence or a knowing violation of the law which was material to the cause of action.

F. Rights and Powers of the Member. The Member shall not have any right or power to take part in the management or control of the LLC or its business and affairs or to act for or bind the LLC in any way. Notwithstanding the foregoing, the Member has all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Ordinance. The Member has no voting rights except with respect to those matters specifically set forth in this Agreement and, to the extent not inconsistent herewith, as required in the Ordinance. Notwithstanding any other provision of this Agreement, no action may be taken by the LLC (whether by the Board of Managers, or otherwise) in connection with any of the following matters without the written consent of the Member:

1. the dissolution or liquidation, in whole or in part, of the LLC, or the institution of proceedings to have the LLC adjudicated bankrupt or insolvent;
2. the filing of a petition seeking or consenting to reorganization or relief under any applicable federal or state bankruptcy law;
3. consenting to the appointment of a receiver, liquidator, assignee, trustee, sequester (or other similar official) of the LLC or a substantial part of its property;
4. the merger of the LLC with any other entity;
5. the sale of all or substantially all of the LLC's assets; or
6. the amendment of this Agreement.

SECTION 10. Operational Requirements.

A. Deposit of Funds. All funds of the LLC not otherwise invested or employed shall be deposited in banks or other reliable depositories or investment accounts insured under the Federal Deposit Insurance Corporation ("FDIC") or otherwise insured in an amount equivalent to FDIC coverage. Each such deposit and account shall be in the name of the LLC.

B. Checks, Etc. All checks, drafts, other orders for payment of money, notes or other evidences of indebtedness, and securities or other valuable instruments, issued in the name of or payable to the LLC, shall be signed or endorsed on behalf of the LLC by the Chair or his or her designee or the Treasurer, provided the Board of Managers may adopt more stringent signing or endorsement procedures.

C. Petty Cash Fund. A petty cash fund may be established. This fund may be used to pay expenses when necessity demands, and to pay obligations when it is not feasible to pay by check.

D. Solicitation of Funding. The LLC shall be entitled to apply for grants or loans from the Member, the Bureau of Indian Affairs, any other governmental or Tribal agency, or any non-governmental foundation, institution, business, or private individual. In any such application, the LLC may identify itself as a distinct entity, wholly owned by the Member, and chartered under the laws of the Tribe.

E. Contracts. Except where the Member's authorization or approval is required by applicable law, when authorized by the Board of Managers, the Board of Managers, the Officers or agents of the LLC (such agents duly designated by a prior resolution of the Board of Managers) may, in the name and on behalf of the LLC, enter into contracts or execute and deliver other legal instruments. Such authorization may be general or confined to specific transactions.

F. Shares Held. Upon authorization by the Board of Managers, or, where required, by authorization of the Member, the Chair of the Board of Managers shall vote, represent and exercise on behalf of the LLC, in person or by proxy, all rights incident to any and all shares held by the LLC in any corporation or other entity.

G. Insurance. Fire and casualty insurance on property owned by the LLC and on property in which the Board of Managers has an insurable interest, general liability insurance, Managers and Officers liability insurance, and other appropriate insurance, shall be maintained in such amounts and with such deductibles as approved by the Board of Managers.

H. Fiscal Year. The fiscal year of the LLC shall be the calendar year.

I. Books and Records. There shall be maintained at the headquarters of the LLC all financial books and records, all minutes of the Board of Managers' meetings, and all other material books, records, documents, correspondence and contracts. All such materials shall be made available at any reasonable time for inspection and copying by the Member, its duly authorized representatives, and any Manager. Upon terminating office each Manager, Officer, employee and agent of the LLC shall turn over to his successor or the Chair, in good order, all monies, books, records, minutes, documents, contracts or other property of the LLC in his or her custody or control.

J. Audit. Unless the Member authorizes a less rigorous financial review, within 120 days after the close of the LLC's fiscal year an independent certified public accountant shall audit the books of the LLC. All review and audit reports and related management letters (or other less rigorous financial reports authorized by the Member) shall be submitted to the Board of Managers and to the Member within thirty days of the completion of the audit. All audit adjustments shall be settled by the Board of Managers in full consultation with the Member.

K. Reports to the Member. The LLC shall provide quarterly written financial reports to the Member, and shall provide a detailed, written annual financial report to the Member by May

31 of each year. In addition, on request of the Member, the Board shall report to the Member regarding the financial status and business affairs of the LLC.

SECTION II. Ownership, Reserves and Profit.

A. Ownership. All assets acquired by the LLC shall belong to the LLC as a distinct entity of the Tribe wholly owned by the Member.

B. Reserve Fund. The Board of Managers shall establish a reserve fund and shall deposit therein or otherwise allocate thereto that portion of the net earnings of the LLC it deems necessary or appropriate to perpetuate operations, meet obligations, maintain property, provide for expansion or diversification of operations, and meet contingencies. The remaining balance of net earnings ("Surplus Funds") shall be distributed as provided in Section 11(c) herein.

C. Distributions from Surplus Funds. The Board of Managers may cause the LLC to distribute any Surplus Funds held by it which are neither reasonably necessary for the operation of the LLC nor distributed in violation of Section 607 or Section 804 of the Ordinance to the Member within a reasonable time, but not to exceed thirty days, after the close of the LLC's fiscal year, or more frequently if feasible in the judgment of the Board of Managers.

SECTION 12. Employment and Contracting Preference; At-Will Employment.

The LLC and its projects and enterprises shall follow the Tribe's policy for tribal and/or Indian preference policies in hiring and/or subcontracting. The foregoing notwithstanding, unless otherwise provided in a written employment contract, each employee shall be an at-will employee.

SECTION 13. Contracts in Which Managers Have Interest.

Any contract or other transaction between the LLC and a Manager or Officer, or between the LLC and any member of a Manager's or Officer's immediate family, or between the LLC and any entity in which a Manager or Officer is a stockholder, member, director, officer, agent or employee, or in which he/she is otherwise interested, shall be valid for all purposes, provided that: (a) such relationship or interest is previously fully disclosed to all other Managers; (b) the Board of Managers approves the contract or transaction; and, (c) the interested Manager or Officer refrains from participating in all Board of Managers action with respect to the contract or transaction.

SECTION 14. Service of Managers in Other Capacities.

Services as a Manager shall not, in and of itself, disqualify the Manager from serving the Member, or any instrumentality of the Member, in other capacities, provided that a Manager may not serve as an employee or an independent contractor of the LLC.

SECTION 15. Assignments.

A Member may assign all or any part of its Interest (an assignee of such Interest is hereinafter referred to as a "Permitted Transferee"). A Permitted Transferee shall become a substituted Member automatically upon an assignment.

SECTION 16. Dissolution.

The LLC shall dissolve, and its affairs shall be wound up, upon the earlier to occur of (a) the decision of the Member, or (b) an event of dissolution of the LLC under the Ordinance; provided, however, that ninety (90) days following any event terminating the continued membership of the Member, if the Personal Representative (as defined in the Ordinance) of the Member agrees in writing to continue the LLC and to admit itself or some other Person as a member of the Company effective as of the date of the occurrence of the event that terminated the continued membership the Member, then the LLC shall not be dissolved and its affairs shall not be wound up.

SECTION 17. Distributions Upon Dissolution.

Upon the occurrence of an event set forth in Section 16 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the LLC's creditors to the extent required by Section 804 of the Ordinance, the remaining funds of the LLC.

SECTION 18. Limited Liability.

No Member or Manager shall have any liability for the obligations of the LLC except to the extent required by the Ordinance.

SECTION 19. Amendment.

This Agreement may be amended only in a writing signed by the Member.

SECTION 20. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE SAINT REGIS MOHAWK TRIBE, EXCLUDING ANY CONFLICTS OF LAWS, RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

SECTION 21. Severability.

Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

SECTION 22. Consent to Jurisdiction Provision.

The Member hereby (i) irrevocably submits to the jurisdiction of any St. Regis Mohawk Tribal Court (as defined in the Ordinance) otherwise having subject matter jurisdiction over the action, in any action arising out of this Agreement, and (ii) consents to the service of process by mail. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

IN WITNESS WHEREOF, the undersigned has caused this Agreement of Limited Liability Company to be executed as of the 16th day of July , 2015

Mohawk Networks, LLC

By: 

Name: Ron LaFrance

Title: Chairperson

Consented and Agreed:

Te wá tha hón:ni Corporation

By: 

Name: Ron LaFrance

Title: Chairman

**Public Service Commission****John B. Rhodes**Chair and
Chief Executive Officer**Gregg C. Sayre****Diane X. Burman****James S. Alesi**

Commissioners

Thomas CongdonDeputy Chair and
Executive Deputy**Paul Agresta**

General Counsel

Kathleen H. Burgess

Secretary

Three Empire State Plaza Albany NY 12223 1350
www.dps.ny.gov

June 22, 2018

TO WHOM IT MAY CONCERN:

Re: Mohawk Networks, LLC Federally-Recognized, Tribally-Owned Broadband
Jurisdiction

We have received a request from Mohawk Networks, LLC, a federally-recognized, tribally-owned provider of broadband services, requesting a statement that the New York State Public Service Commission does not exercise jurisdiction over broadband for the purpose of making determinations regarding Competitive Eligible Telecommunications Carrier (CETC) designations under section 214(e)(6) of 47 U.S.C. At this time, the New York State Public Service Commission does not certify broadband providers.

Consequently, based on the representation by Mohawk Networks, LLC that it provides only federally-recognized, tribally-owned broadband services, it is not at this time subject to New York State Public Service Commission jurisdiction for the purpose of making a CETC designation.

Sincerely,

A handwritten signature in black ink that reads "Debra LaBelle". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Debra LaBelle

Director

Office of Telecommunications

cc: Hon. Kathleen Burgess, Secretary
Ruvain Kudan, Office of Telecommunications
Graham Jesmer, Assistant Counsel